

SPREP
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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS (FAO)
AND
THE SECRETARIAT OF THE PACIFIC REGIONAL ENVIRONMENT PROGRAMME (SPREP)**

WHEREAS the Food and Agriculture Organization of the United Nations (hereinafter referred to as "FAO") is a Specialized Agency of the United Nations system established in 1945 to raise levels of nutrition and standards of living for all people in FAO Member Nations, to secure improvements in the efficiency of production and distribution of food and agricultural products, and to contribute toward expanding world economy and ensure humanity's freedom from hunger;

WHEREAS FAO's actions are geared towards supporting Members in implementing the 2030 Agenda for Sustainable Development, especially with regard to ending hunger and malnutrition in all its forms;

WHEREAS the FAO Strategic Framework 2022-31 is guided by FAO's vision and the three Global Goals of Members and is firmly anchored in the Sustainable Development Goals (SDGs), and the organizing principle of the *four betters* - *better production, better nutrition, a better environment and a better life*, leaving no one behind, demonstrates how FAO intends to support the achievement of the SDGs and reflect the interconnected economic, social and environmental dimensions of agrifood systems while encouraging a strategic and systems-oriented approach;

WHEREAS The Secretariat of the Pacific Regional Environment Programme (hereinafter referred to as "SPREP") is a regional, intergovernmental organization comprising 26 members consisting of 21 Pacific Island Countries and Territories and five developed countries with direct interests in the Pacific region. The mandate of SPREP is to promote cooperation in the South Pacific region and to provide assistance in order to protect and improve the environment and to ensure sustainable development for present and future generations. SPREP is guided by its vision for the future: 'A resilient Pacific environment sustaining our livelihoods and natural heritage in harmony with our cultures';

WHEREAS FAO and SPREP (collectively referred to as "Parties" and individually as "Party") share common objectives to protect and improve the environment and ensure sustainable development for present and future generations, and recognize the importance of undertaking concerted and coordinated programmes to address these common goals and objectives, based on the reciprocal recognition and comparative advantage of each Party's roles and responsibility;

WHEREAS the Parties intend to conclude this Memorandum of Understanding ("MoU") with the aim of consolidating, developing and detailing their cooperation and effectiveness to achieve their common objectives in the field of sustainable natural resources utilization and management, biodiversity mainstreaming, ecosystem services and environment planning and assessment and environmental protection and rehabilitation for transforming agrifood systems to be more resilient, efficient and inclusive in the Pacific region;

WHEREAS the Parties intend their cooperation to cover a broad range of activities, which may include, but not be limited to, capacity building, knowledge exchange, provision of resources and development of financing initiatives for the advancement of their common goals and objectives;

FAO AND SPREP HAVE AGREED TO COOPERATE AS FOLLOWS:

Article 1: Interpretation and Purpose

1. The purpose of this MoU is to provide a framework for collaboration between the Parties to further their shared goals and objectives with regard to the overarching areas of work as further elaborated under Article 2 below.
2. Any Annex to this MoU shall be considered an integral part of this MoU. References to this MoU shall be construed as including any Annexes, as varied or amended in accordance with the terms of this MoU.
3. The present MoU implies no financial commitment by either Party except as specified in this MoU. Activities to be implemented under this MoU are subject to the availability of personnel and financial resources. Implementation of any projects and programmes pursuant to this MoU, including those involving the transfer of funds between the Parties, shall require the execution of appropriate separate legal agreements between the Parties in accordance with their respective rules and regulations. The terms of such agreements shall be subject to the provisions of this MoU.
4. Separate legal agreements between the Parties as expressed in Article 1(3) above shall set out detailed and specific technical, financial and other appropriate conditions for collaboration, as well as conditions relating to each Party's role, responsibilities and liability. Such arrangements will be jointly formulated and concluded on a case-by-case basis between the Parties.

Article 2: Areas of cooperation and activities

1. The Parties have agreed to the following areas of cooperation for this MoU, which are areas of common interest to FAO and SPREP. The Parties consider that progress in these areas could be strengthened through cooperation:
 - a. Strategic collaboration in ongoing projects/programmes/initiatives and utilize the comparative advantages of each Party for better programmatic directions towards *better production, better nutrition, a better environment* and a *better life* for the benefits of Pacific Islands Countries, including gender mainstreaming, capacity building and knowledge sharing, and environmental data exchange.
 - b. Supporting countries in the design, development, implementation and execution of projects/programmes/initiatives in the areas of sustainable natural resources utilization and management, biodiversity mainstreaming, ecosystem services and environment planning and assessment, and environmental protection and rehabilitation for transforming agrifood systems to be more efficient, inclusive, resilient, and sustainable in the Pacific region.
 - c. Supporting countries to mobilize multiple-donor funds, such as the Green Climate Fund, the Global Environment Facility, the Adaptation Fund as well as other bilateral cooperation options.
 - d. Supporting countries for technical preparation of their compliance with global commitments and of their strategic participation in global climate negotiations and fora.

The above-mentioned list is not exhaustive and should not be taken to exclude or replace other forms of cooperation between the Parties on other issues of common interest.

2. The Parties will develop a workplan outlining agreed activities of collaboration. The workplan will be jointly reviewed on a regular basis between the Parties. Amendments to the workplan will be made, as an outcome of the regular bilateral meetings between the Parties.
3. The list of activities outlined in this MoU and in the workplan should not be taken to exclude or replace other forms of cooperation between the Parties, as may be agreed by the Parties pursuant to Article 3 to allow the Parties to respond to newly emerging issues of common interest.

Article 3: Mechanisms for coordination and review

1. The Parties shall hold regular bilateral meetings on matters of common interest, in accordance with an agenda agreed to in advance by the Parties, for the purpose of developing and monitoring collaborative activities, projects and programmes. Such meetings shall take place twice a year (i.e. middle of the year and end of the year) with one of these meetings being a high-level meeting. The objectives of the meetings are to:
 - a. Discuss technical and operational issues related to furthering the objectives of this MoU;
 - b. Provide overall strategic guidance for the implementation of this MoU;
 - c. Monitor the progress in the implementation of the MoU and exchange views on the lessons learned;
 - d. Review progress of work undertaken by parties in the priority areas of cooperation mentioned in Article 2 above and agree to amend the workplan as deemed appropriate; and
 - e. Organize round-table group meetings jointly for the common goals and objectives.
2. In identifying joint activities, projects and programmes to be executed under this MoU, due regard shall be given to SPREP's geographic coverage, capacity for implementation and experience in the related field.
3. Within the context defined above, further bilateral meetings at desk-to-desk and at expert level shall be encouraged and set up on an *ad hoc* basis as deemed necessary by the relevant FAO offices and divisions and SPREP Programmes for the implementation of joint activities, projects and programmes in specific areas, countries and regions.
4. To implement activities, projects and programmes in the agreed priority areas, the Parties shall execute separate legal instruments appropriate for the implementation of each initiative in accordance with Article 1(3) above.

Article 4: Status of the Parties and their personnel

1. The Parties acknowledge and agree that they are distinct entities. The employees, personnel, representatives, agents, contractors or affiliates of one Party, including the personnel engaged by that Party to carry out any of the activities, projects or programmes conducted pursuant to this MoU, shall not be considered in any respect or for any purposes whatsoever as being employees, personnel, representatives, agents, contractors or affiliates of the other Party.
2. The Parties shall undertake the activities under this MoU in accordance with the rules and regulations to which they are subject. Where compliance with rules may lead to a difficulty in performing under the MoU, or adhering to its provisions, the Party concerned undertakes to draw this to the attention of the other Party with a view to resolving the matter appropriately and amicably.
3. Neither Party shall be entitled to act or make legally binding declarations on behalf of the other Party. Nothing in this MoU shall be deemed to constitute a joint venture, agency, interest grouping or any other kind of formal grouping or entity between the Parties.

Article 5: Acknowledgment and publicity

1. Each party may refer to its collaboration with the other party in its internal documents and will seek and receive the other party's written clearance in advance of any other documents, in particular, materials intended to be made public relating to the collaboration between the two parties.
2. At or near a time to be mutually agreed upon by the Parties, SPREP and FAO may each issue a press release and make public statements regarding their collaboration, the content of which will be subject to the written agreement of the other Party, which will not unreasonably be withheld or delayed. Neither Party will issue any press release or promotional material, hold any press conference or make any public announcement concerning this MoU and/or the relationship of the Parties hereunder, without obtaining the approval of the other Party.

3. In all cases of acknowledgment and publicity on the collaboration under this MoU, the Parties will use neutral language that accurately reflects the actual contribution of each Party.

4. This MoU or information about this MoU may be published on FAO's website after it has entered into force consistent with its policies on transparency, as updated from time to time. SPREP may also publish the MoU or information on its website after it has entered into force.

Article 6: Use of name and logo

The Parties agree not to use the other Party's name or logo in any press release, memo, report, or other published disclosure related to this MoU without the prior written consent of the Party concerned.

Article 7: Confidentiality

1. It is acknowledged that each Party may possess confidential information, which is proprietary to it or to third parties collaborating with it. Any information provided by one Party (as the "Disclosing Party") to the other Party (as the "Receiving Party") in the context of this MoU shall be treated by the Receiving Party as confidential.

2. The Receiving Party shall take all reasonable measures to keep information pursuant to paragraph 1 above confidential and shall only use the information for the purpose for which it was provided. The Receiving Party shall ensure that any persons having access to the said information shall be made aware of and be bound by the obligations of the Receiving Party hereunder.

3. Notwithstanding the foregoing, there shall be no obligation of confidentiality or restriction on use where (i) the information is publicly available, or becomes publicly available otherwise than by action of the Receiving Party; or (ii) the information was already known to the Receiving Party (as evidenced by its written records) prior to its receipt; or (iii) the information was received from a third party not in breach of an obligation of confidentiality owed to the Disclosing Party; or (iv) the Disclosing Party has given its written consent to disclosure to the Receiving Party.

Article 8: Intellectual Property Rights

1. All intellectual property rights in materials such as information, software and designs, made available by FAO and SPREP to be used to carry out activities under this MoU shall remain with the originating Party. Appropriate authorizations for use of such materials by the other Party will be addressed in the agreements concluded in accordance with Article 1(3) above.

2. All intellectual property rights in materials such as information, software and designs developed under this MoU shall be jointly owned by FAO and SPREP, including, without any limitations, the right to use, publish, translate, sell or distribute, privately or publicly, any item or part thereof for non-commercial purposes.

Article 9: Responsibility

Each Party will be responsible for dealing with any claims or demands arising out of its actions or omissions, and those of its personnel, in relation to this MoU.

Article 10: Commitment to both Parties principles and values

1. The Parties will comply with their respective mandate, constitutional principles and Governing Bodies' decisions, and warrant that nothing in their governance or operational activities, or

those of its affiliates, is incompatible with internationally recognized principles concerning human rights, the environment and anti-corruption as reflected in the United Nations Global Compact Principles.¹

2. Both Parties warrant that it has zero tolerance for all forms of sexual wrongdoing, and acknowledges that sexual exploitation and abuse and sexual harassment violate human rights and are incompatible with the core values of the United Nations System. Both Parties confirm that it has in place appropriate and effective mechanisms to prevent and address conduct incompatible with those core values. Each party undertakes to promptly inform the other party of allegations against its employees and any other persons involved in the implementation of activities in relation to this MoU and which have been found to be credible under their respective mechanisms.

Article 11: Privileges and Immunities and Applicable Law

1. Nothing in this MoU or in any document or arrangement relating thereto shall be construed: i) as a waiver, express or implied, of any of the privileges or immunities of FAO or SPREP, nor as extending any privileges or immunities of either Party to the other Party, or to its personnel; ii) as the acceptance by FAO of the applicability of the laws of any country to FAO; or iii) as the acceptance by FAO of the jurisdiction of the courts of any country.

2. The present MoU and any document or arrangement relating thereto shall be governed by general principles of law, to the exclusion of any single national system of law. Such general principles of law shall include the International Institute for the Unification of Private Law (UNIDROIT) General Principles of International Commercial Contracts 2016.

Article 12: Settlement of disputes

Any dispute between the Parties concerning the interpretation and execution of this MoU, or any document or arrangement relating thereto, shall be settled by negotiation between the Parties. Any differences that may not be so settled shall be brought to the attention of the Executive Heads of the two institutions for final resolution.

¹ <https://www.unglobalcompact.org/what-is-gc/mission/principles>.

Article 13: Contacts for correspondence

All correspondence regarding the implementation of this MoU, including notifications made pursuant to this MoU, shall be addressed to:

For FAO:	Subregional Coordinator for the Pacific Islands Food and Agriculture Organization of the United Nations (FAO) Apia Samoa Email: SAP-SRC@fao.org Phone: +685 – 22127
For SPREP	Director General Secretariat of the Pacific Regional Environment Programme (SPREP) Vailima Samoa Email: sprep@sprep.org Phone: +685-21929

Article 14: Notification and Amendments

1. Each Party shall promptly notify the other in writing of any anticipated or actual material changes that shall affect the execution of this MoU.
2. This MoU may be amended by mutual consent in writing at any time at the request of either Party. Such amendments shall enter into force immediately unless the Parties agree in writing for the amendment to enter into force on a specific date. If the written mutual consent occurs on two different dates, amendments will be considered to have been accepted by both Parties on the date of the second notification. Each Party shall give sympathetic consideration to any amendment proposed by the other.

Article 15: Entry into Force, Duration and Termination

1. This MoU shall be signed by the duly authorized representatives of the Parties and shall enter into force upon the date of last signature. It shall remain in force for a period of five (5) years, unless terminated in accordance with the terms of this Article.
2. Subject to satisfactory past implementation, this MoU may be renewed for similar periods thereafter by written agreement between the Parties through Exchange of Letters.
3. This MoU may be terminated by either Party upon the provision of three (3) months' written notice to the other Party.
4. Upon termination of this MoU, the rights and obligations of the Parties defined under any other legal instrument executed pursuant to this MoU shall cease to be effective.
5. Notwithstanding the foregoing, any termination of this MoU shall be without prejudice to (i) the orderly completion of any ongoing collaborative activity; and (ii) any other rights and obligations of the Parties accrued prior to the date of termination under this MoU or any legal instrument executed pursuant to this MoU.
6. The provisions of Articles 6, 7, 10 and 11 shall survive the expiry or termination of this MoU.

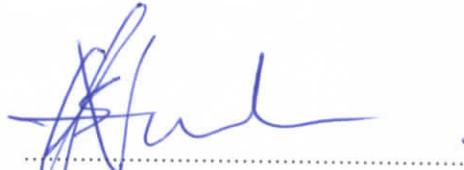
IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below.

**For the Food and Agriculture Organization
of the United Nations (FAO)**

**For the Secretariat of the Pacific Regional
Environmental Programme (SPREP)**



Mr Laurent Thomas
Deputy Director-General
Food and Agriculture Organization of the
United Nations (FAO)
Rome, Italy.



Mr Sefanaia Nawadra
Director General
The Secretariat of the Pacific Regional
Environment Programme (SPREP)
Apia, Samoa.

Date: 8/3/2023

Date: 08/03/2023